

**E-filing**

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9

10 **UNITED STATES DISTRICT COURT**  
 11 **NORTHERN DISTRICT OF CALIFORNIA**

12  
 13 PATRICIA BROYLES,

*ADR*  
 No. **C07-05305** *WDB*

14  
 15 Plaintiff,

COMPLAINT FOR  
 ERISA BENEFITS

16 vs.  
 17 A.U.L. CORPORATION LONG-TERM  
 DISABILITY INSURANCE PLAN,

18 Defendant,

19 \_\_\_\_\_ /  
 20 STANDARD INSURANCE COMPANY,

21 Real Party In Interest.  
 22 \_\_\_\_\_ /

23  
 24 Comes now Plaintiff alleging of Defendant and Real Party In Interest, as follows:

25 **Jurisdiction**

26 1. This suit seeks review of a denial of benefits under a long-term disability plan  
 27 covered by the Employee Retirement Income Security Act of 1974 ("ERISA"), 28 U.S.C. §1132.  
 28 Federal jurisdiction arises under ERISA section 502(f), 28 U.S.C. §1132(f).

## Facts

2. Plaintiff is a beneficiary of the A.U.L. Corporation Long-Term Disability Insurance Plan (the “Plan”), which resides within this judicial district. The Plan is an employee welfare benefit plan subject to ERISA. Plaintiff’s former employer, A.U.L. Corporation (“A.U.L.”), located in Napa, California, is named in the Plan document as the Plan Administrator.

3. The Plan provides for payment of disability benefits under group insurance policy No. 638213-T issued by Real Party In Interest, Standard Insurance Company ("Standard"). Standard is a corporation that insures the Plan and acts as the claims administrator for the Plan.

4. Plaintiff had a calcaneal osteotomy on her right foot on or about March 18, 2005. At that time, Plaintiff was employed by A.U.L. as a claims payable supervisor.

5. Plaintiff returned to work after her surgery, but her condition worsened to such extent that she became unable to perform the material duties of her job with reasonable continuity. Plaintiff stopped working altogether on or about September 14, 2005. Plaintiff was covered under the Plan at the time she stopped working.

6. Plaintiff applied for long-term disability benefits under the Plan on or about November 28, 2005. By letter dated March 28, 2006, Standard denied Plaintiff's claim for benefits.

7. Pursuant to the terms of the Plan, by letter dated July 25, 2006, Plaintiff requested that Standard review its denial of her claim. By letter dated February 7, 2007, Standard upheld its denial of Plaintiff's claim.

8. By its own action, Standard initiated an administrative review of Plaintiff's claim. By letter dated March 15, 2007, Standard once again upheld its denial of Plaintiff's claim.

1           9. Plaintiff was disabled under the terms of the Plan when she stopped working, and  
2 she has remained continuously disabled since then. Plaintiff has received regular medical care, has  
3 completed all necessary forms and paperwork, and has otherwise qualified for benefits under the  
4 Plan. Because Plaintiff satisfied the Plan requirements for disability benefits, the denial of her claim  
5 by Standard was wrongful and arbitrary.

6

7           10. The Plan pays a monthly benefit equal to 60% of monthly earnings, less  
8 applicable offsets, after a ninety-day benefit waiting period. The Plan provides for a minimum  
9 benefit of \$100.00 per month.

10

11           11. Plaintiff was approved for and received California state disability income  
12 (“SDI”) benefits of approximately \$629.00 per week. Plaintiff’s SDI benefits ended on or about  
13 June 12, 2006. In June 2007, Plaintiff was approved for Social Security Disability Income (“SSDI”)  
14 benefits of \$964.40 per month, effective as of March 2006. Both SDI and SSDI benefits are offsets  
15 under the Plan.

16

17           12. After taking into account the SDI and SSDI offsets, Plaintiff has lost past  
18 benefits due her under the Plan in a total amount of approximately \$21,758.85, plus interest thereon.

19

20           13. After taking into account the SSDI offset, Plaintiff is entitled to future benefits of  
21 approximately \$1,410.59 per month for the duration of her disability or to November 15, 2018, when  
22 she shall attain age 65.

23

24           14. Plaintiff has been compelled to retain counsel to collect the benefits owed to her  
25 under the Plan, and she is entitled to reasonable attorneys fees under ERISA in an amount dependent  
26 upon the extent of litigation required and subject to proof at trial.

27           //

28           //

1 Wherefore, based on the foregoing allegations, Plaintiff prays for relief as set forth  
2 below:

- 3
- 4 1. For past long-term disability benefits due her to date, calculated under the terms of  
5 the Plan and with the SDI and SSDI offsets, in the approximate sum of \$21,758.85, or according to  
6 proof;
- 7
- 8 2. For future benefits, calculated with the SSDI offset, of approximately \$1,410.59  
9 per month from and after September 14, 2007, or according to proof;
- 10
- 11 3. For attorneys fees, according to proof;
- 12
- 13 4. For prejudgment interest, according to proof;
- 14
- 15 5. For such other and further relief as the court deems just and proper.
- 16

17 Dated: October 18, 2007



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19 Laurence F. Padway  
20 Attorney for Plaintiff  
21 PATRICIA BROYLES  
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